BILL NO. S-91-04-21

SPECIAL ORDINANCE NO. S-109-91

**AN ORDINANCE** approving the awarding of Reference #1558 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **SOUTHEASTERN EQUIPMENT COMPANY, INC.** for the Street Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;**

**SECTION 1.** That Reference #1558 between the City of Fort Wayne, by and through its Department of Purchasing and **SOUTHEASTERN EQUIPMENT COMPANY, INC.** for the Street Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> **the purchase of a new Bituminous Distributor used in the chip and seal program for city streets;**

involving a total cost of Thirty-Two Thousand Nine Hundred Forty-Six and no/100 Dollars.

**SECTION 2.** Prior Approval has been requested from Common Council on **April 23, 1991.** Two copies of said Reference are on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 3.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

| | |
|---|---|
| REFERENCE NO. | 1558 |
| DEPARTMENT: | STREET DEPT. |
| DATE: | 4-16-91 |
| ITEM/SERVICE: | PURCHASE NEW BITUMINOUS DISTRIBUTOR |
| PURCHASING INFORMATION | |
| ADVERTISED BID: | YES |
| DATES ADVERTISED: | 2-25-91 & 4-4-91 |
| OPENING DATE: | 4-21-91 |
| WRITTEN QUOTE: | |
| DUE DATE: | |
| VERBAL QUOTE: | |
| SINGLE SOURCE: | |
| NO. OF VENDORS NOTIFIED: | 6 |
| NO. OF VENDORS RECEIVING BID/QUOTE | 3 |
| NO. OF VENDORS RETURNING BID/QUOTE: | 2 |
| NO. OF VENDORS DISQUALIFIED: | 0 |
| NO. OF VENDORS NOT RESPONDING: | 1 |
| DATE SENT TO DEPT FOR RECOMM: | 4-16-91 |
| DATE RECOMM RECEIVED IN PURCH: | 4-15-91 |
| COUNCIL INFORMATION | DATES SENT EXTENSION DATES |
| DATE INFO SENT TO LAW DEPT: | 4-16-91 |
| INTRODUCTION DATE: | 4-23-91 |
| DISCUSSION DATE: | 5-14-91 |
| PASSAGE DATE: | 5-21-91 |
| ORDINANCE NO.: | |

REFERENCE NO. 1558
BITUMINOUS DISTRIBUTOR
3-21-91

| DESCRIPTION | SE EQUIP CO | MACDONALD MACH |
|---|---|---|
| TOTAL | $33,946.00 | $28,760.00 |
| LESS DISCOUNTS | $1,000.00 | $0.00 |
| GRAND TOTAL | $32,946.00 | $28,760.00 |
| DELIVERY TIME | 45 - 60 DAYS | 45 - 60 DAYS |
| VALIDITY OF BID | 90 DAYS | 60 DAYS |

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1558

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR ONE (1) NEW BITUMINOUS DISTRIBUTOR WITH HYDROSTATIC TRANSMISSION PUMP DRIVE PER SPECIFICATIONS

AND REQUESTED BY STREET DEPT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME SOUTHEASTERN EQUIPMENT COMPANY INC

STREET ADDRESS 3250 W. COLISEUM BLVD.

CITY FORT WAYNE PHONE # (219) 483-8868

BY Ronald E. Modglin
REPRESENTATIVE SIGNATURE

# SPECIFICATIONS FOR ONE (1) NEW BITUMINOUS DISTRIBUTOR WITH HYDROSTATIC TRANSMISSION PUMP DRIVE

## GENERAL DESCRIPTION

It is the intent of these specifications to describe a Bituminous Distributor in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete Distributor, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The Distributor shall be a current model under standard production by the manufacturer.

Any units not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

| MINIMUM REQUIREMENT | BIDDER PROPOSAL |
|---|---|
| **FUNCTION** | |
| The Distributor shall perform the following functions: | |
| a. Fill tank by Distributor pump from outside source. | AS SPECIFIED |
| b. Circulate material in tank. | AS SPECIFIED |
| c. Circulate material in spray bar. | AS SPECIFIED |
| d. Spray at a constant desired application rate, regardless of variance in truck speed. | AS SPECIFIED |
| e. Return material in spray bar to tank by pump suction. | AS SPECIFIED |
| f. Handspray. | AS SPECIFIED |
| g. Return material in hand spray to tank by pump suction. | AS SPECIFIED |
| h. Transfer from an outside source to another outside source without having material enter Distributor tank. | AS SPECIFIED |
| i. Pump material back to supply source. | AS SPECIFIED |
| It is important that the Distributor be capable of returning all material in the spray bar, hand spray and distributing lines to the Distributor tank by means of pump suction. This function is to be accomplished without reversing the pump. | AS SPECIFIED |
| Unit shall use volumetric metering with no by-pass when spraying to insure accuracy of application. | AS SPECIFIED |
| Provision shall be made for easily draining the circulating system independently of the tank and for flushing circulating system and pump with not more than three (3) quarts fuel oil so as not to dilute tank contents. | AS SPECIFIED |
| **TANK AND FITTINGS** | |
| a. Capacity: 1900 U.S. Gallons minimum. | AS SPECIFIED |
| b. Shape: Oval in cross section, with the long axis horizontal. | AS SPECIFIED |

c. Material: Shell to be 10 gauge steel. Tanks to have 8 gauge steel heads, dished and flanged, welded to tank shell both inside and outside for strength and durability. AS SPECIFIED

d. Surge Plates: Tank to be supported with full section surge plate, reinforced and flanged, constructed of 10 gauge steel. To be spaced to provide adequate tank strength and proper surge control. Opening shall be provided in the surge plates for the free flow of material to the pump and large enough for a man to crawl through. AS SPECIFIED

e. Manhole: 20" inside diameter manhole with hinged, quick-opening cover. To relieve at pressures of 3 to 5 pounds and open completely without damage to cover at pressures in excess of 5 pounds. To be fitted with a woven wire impregnated gasket. AS SPECIFIED

f. Manhole Strainer: 20" diameter. AS SPECIFIED

g. Overflow: 3" diameter overflow, extending at least 6 inches above the tank, and draining through the bottom of the tank in such a location as to clear all chassis members. AS SPECIFIED

h. Insulation: 2" fiberglass with spacers to prevent compression, protected by aluminum jacket sheet (.050") AS SPECIFIED

i. Tank Mounting: Mounting saddles shall be strapped to tank to allow for expansion and contraction of tank without placing undue stress on tank shell. AS SPECIFIED

j. Tank Gauge: Float type, with aluminum dial calibrated in 50 gallon increments, located at rear of tank. AS SPECIFIED

k. Measuring Stick: Aluminum, calibrated in 50 gallon increments. To be designed and calibrated to read tank contents without dipping stick into material. AS SPECIFIED

l. Sampling valve: Approved 3/4". AS SPECIFIED

m. Ladder to top of tank. AS SPECIFIED

POWER UNIT

a. Type: Hydrostatic transmission, consisting of:
   1. Pump: infinitely variable displacement of 4.8 cubic inches per revolution, axial piston type. AS SPECIFIED
   2. Motor: Fixed displacement motor with a minimum displacement of 2.5 cubic inches, axial piston type directly coupled to a single speed gear box with a 3.12:1 ratio. Entire transmission unit shall be capable of operating speeds up to 2800 RPM. Hydraulic oil may reach temperatures up to 200 degrees without damage to the unit. Unit shall have internal valving; and shall be fitted with relief valve and high oil temperature signal in cab. AS SPECIFIED

b. Power take off: Hydrostatic transmission to be driven by a suitable heavy duty power take off, installed on the truck transmission, with shifting control in truck cab. AS SPECIFIED

c. Hydraulic Lines:
   1. High pressure hose with swaged type split flange "O" ring fittings, per S.A.E. standards.
   2. Low pressure hose installation shall be made according to transmission manufacturer's recommendations. Only top quality fittings, tubing and hoses to be used. AS SPECIFIED

d. Controls: Micro-control of hydrostatic transmission for setting asphalt pump discharge rate shall be located in truck cab. Control to permit stopping the variable pump discharge without disconnecting the drive and be quipped with an override of the micro-control which shall allow increases in asphalt pump output for filling, sucking back, etc., without affecting application rate setting. Override control shall be located in truck cab and at rear operator platform. AS SPECIFIED

e. Filter: A 10 micron, replaceable cartridge type filter with vacuum gauge shall be located in the line between oil reservoir and hydrostatic pump. AS SPECIFIED

f. Reservoir: Minimum 20 gallon hydraulic reservoir with dial thermometer and level indicator. AS SPECIFIED

BITUMEN PUMP

a. Type: Positive displacement rotary gear type. 4-1/2" suction x 4 discharge. AS SPECIFIED

b. Flip Valves: Quick disconnect flip type valves to be furnished total 14'. AS SPECIFIED

c. Nozzles: To be spaced on not less than 4" centers on spray bar. A complete set of brass slotted non-clogging nozzles to be provided. AS SPECIFIED

d. Relieving Feature: Leak-proof packed hinges on each side of spray bar shall allow bar ends to bend back if obstruction is hit, then automatically straighten to normal position without interruption in the spraying operation. AS SPECIFIED

e. Distributing lines: Distributing lines connecting circulating system with spray bar shall be constructed of 2" steel pipe with a minimum of six ball and socket swivel joints. Flexible steel hose in these lines not acceptable. AS SPECIFIED

f. Bar Section Storage Box: Leak proof with cover and drain. AS SPECIFIED

AIR CONTROLS

Driver Operated Cab Control:

Distributor shall be equipped with air controls as specified below. Air for the controls shall be obtained from the air system on the truck chassis which shall be supplied by the purchaser. The Distributor air system shall include its own air reservoir (using of truck chassis reservoir not acceptable) with check valve set at 80 pounds to prevent loss of air on truck chassis brakes in case lines are ruptured. System shall have it's own air line oiling device and controls shall be electric, located in cab convenient to operator. AS SPECIFIED

AIR CONTROLS CONTINUED

Air Operated:

1. Spray bar on/off: Spray bar valves shall be turned on and off by means of air cylinders with controls located both in truck cab and on rear platform of distributor. (includes cab-mounted asphalt tank low-level indicator.) — AS SPECIFIED
2. Digital Readouts for pump Tachometer & Bitumeter Wheel: Electronic type, back lighted liquid crystal display (LCD) for visibility in sunlight, in lieu of standard dial gauges. — AS SPECIFIED

CONTROLS

Spray Bar Shifting: Controlled from cab and rear platform.
Spray Bar Turn Up: Controlled from cab and rear platform. (does not fold end sections). — AS SPECIFIED

OPERATOR PLATFORM, TOOL BOX, FENDERS, ETC.

a. catwalks: Safety tread catwalks to run full length on top of tank and on each side of tank when width of tank oval permits. — AS SPECIFIED
b. Handrails: Suitable handrails to be provided around operator's platform and along both sides of tank. — AS SPECIFIED
c. Operator's Platform: Platform of safety tread steel plate shall be provided at rear of tank with safety rails located not more than 34" off ground with intermediate step. — AS SPECIFIED
d. Tool Box: All steel tool box of sufficient size to store all necessary tools shall be furnished at the side of the tank. Must have hinged door at side with flush-type lock. Door at top not acceptable. — AS SPECIFIED
e. Fenders: Full dual flanged fenders (.080" aluminum) with rubber flaps. Use of skirting and flaps as a substitute for fenders not acceptable. — AS SPECIFIED

INSTRUMENTS AND ACCESSORIES

a. Thermometer: Armored engraved pencil thermometer, reading 50 degrees to 500 degrees, located in well on side of tank. — AS SPECIFIED
b. Handspray Attachment: Handspray gun with cold handle and not less than 3 nozzles, with 25' of 1" flexible rubber handspray hose. — AS SPECIFIED
c. Strainers: Two (2) one (1) cone strainers in fill line and one cone strainer in pump discharge line. — AS SPECIFIED
d. Lights: Federal Standard 108 requirements, including reflectors, clearance and identification lights. Wiring in loom. — AS SPECIFIED
e. Tools and Packing: All necessary special tools for operating and maintenance of the Distributor shall be provided along with an extra supply of gaskets and pump packing. — AS SPECIFIED
f. Painting: Distributor shall be painted Black Enamel (lower 1/3 of tank and all steel parts). — AS SPECIFIED

| | |
|---|---|
| g. The model bid shall have been on the market successfully for at least three years to assure reliability. | AS SPECIFIED |
| h. Power Wash Down: Includes electric fuel pump, 15' hose and spray wand to assist in keeping spray bar area clean. | AS SPECIFIED |

DISTRIBUTOR MOUNTING

| | |
|---|---|
| a. The truck for distributor mounting will be furnished by the City of Fort Wayne. | |
| b. The truck with the old distributor will be located at 1701 S. Lafayette Street for bidders inspection. | |
| c. Existing distributor to be removed and disposed of by the bidder. | YES |
| d. Any alternations in the truck chassis to conform to the new distributor shall be the bidders responsibility. | YES |

| | |
|---|---|
| TOTAL: | $ 33,946.00 |
| LESS DISCOUNTS: (IF ANY APPLY) | ($ 1,000.00) ITEM c. |
| GRAND TOTAL: | $ 32,946.00 FOB: CITY OF FT. WAYNE |
| DELIVERY TIME: | 45 TO 60 DAYS AFTER RECEIPT OF TRUCK CHASSI |
| VALIDITY OF BID: (IN CALENDAR DAYS) | 90 DAYS |

Etnyre

ESTABLISHED 1888
INCORPORATED 1917

**E.D. ETNYRE & CO.,** Oregon, Illinois 61061-9705
1333 South Dayeville Road • Phone 815/732-2116 • Fax 815-732-7400 • Cable "EDECO"
Telex: Western Union 257-353, RCA 249-415

# WARRANTY

**E. D. ETNYRE & CO.** warrants to the original Purchaser, its new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

**THE COMPANY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT.**

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

(1) Normal start-up services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.

(2) Any product manufactured by E. D. Etnyre & Co. purchased for or subjected to rental use.

(3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.

(4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.

Southeastern

EQUIPMENT COMPANY, INC.

3250 W. COLISEUM BLVD.
FORT WAYNE, IN 46808

## SOUTHEASTERN EQUIPMENT COMPANY INC WARRANTY

SOUTHEASTERN EQUIPMENT COMPNAY INC is the responsible Dealer for E.D. ETNYRE & COMPANY, therefore, we will perform start-up service with a qualified Service Technician on the job of the initial start-up.

Warranties and service repairs are to be handled by SOUTHEASTERN EQUIPMENT in the event of problems with the unit. SOUTHEASTERN EQUIPMENT must be notified and all services performed by SOUTHEASTERN EQUIPMENT while unit is under warranty.

If there are any questions, please contact RON MODGLIN, GENERAL MANAGER & SALES OR MIKE WITTEKIND, SERVICE MANAGER AT (219) 483-8868.

Continental Insurance

# BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Southeastern Equipment Co., Inc.

of Fort Wayne, State of Indiana

hereinafter called the Principal, and The Buckeye Union Insurance Company

hereinafter called the Surety, are held and firmly bound unto Department of Purchasing City of Fort Wayne, Allen County, Indiana

of Fort Wayne, State of Indiana

hereinafter called the Obligee, in the sum of 5% of attached Bid

Dollars;

for the payment whereof to the Obligee the Principal binds itself, its heirs, executors, administrators, successors, and assigns, and the Surety binds itself, its successors and assigns, firmly by these presents.

Signed, sealed and dated this 21st day of March, 19 91

Whereas the Principal is herewith submitting the accompanying bid dated March 21, 1991

for One Etnyre Bituminous Distributor

Now, Therefore, the condition of this obligation is such that if the bid be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, and if the Principal will, within the period specified therefore, or, if no period be specified, within ten (10) days after notice of the award of the contract, enter into contract with the Obligee, to furnish all work and material at the prices offered by said bid, and will furnish bond with good and sufficient surety or sureties, as may be required, for the faithful and proper fulfillment of such contract, then this obligation shall be void. And the Surety hereby binds itself and its successors to pay to the Obligee, in case the Principal fails to enter into such contract, and give such bond within the period specified therefore, or, if no period be specified, within ten (10) days after such notice of award of contract the difference in money between the amount of the bid of the Principal on the work and material so accepted, and the amount for which the Obligee may contract with others for such work and material, if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

In Witness Whereof, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Southeastern Equipment Co., Inc. (Seal)
Principal

BY:

The Buckeye Union Insurance Company
Surety

By: Mark N. Coleman, Attorney

Bond 1264C

Printed in U.S.A

# The Buckeye Union Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE BUCKEYE UNION INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Mark N. Coleman of Columbus, Ohio

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Ten Million ($10,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE BUCKEYE UNION INSURANCE COMPANY at a meeting duly called and held on the 10th day of February, 1975:

"RESOLVED, that the Chairman of the Board, Vice Chairman of the Board, the President, any Vice President, any Assistant Vice President or any Secretary be and each or any of them hereby is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of THE BUCKEYE UNION INSURANCE COMPANY bonds, undertakings and all contracts of surety; and that any Assistant Vice President, Secretary or Assistant Secretary be and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Company", and

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

**In Witness Whereof,** THE BUCKEYE UNION INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

THE BUCKEYE UNION INSURANCE COMPANY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President

Michael J. Beernaert, Vice President

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX } ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice-President of THE BUCKEYE UNION INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

**CERTIFICATE**

I, the undersigned, an Assistant Vice President of THE BUCKEYE UNION INSURANCE COMPANY, an Ohio corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the day of ,19 .

James M. Keane, Assistant Vice President

State of Ohio

Department of Insurance

# CERTIFICATE OF COMPLIANCE

*As SUPERINTENDENT OF INSURANCE OF THE STATE OF OHIO, I do hereby certify that the* BUCKEYE UNION INSURANCE COMPANY *a corporation located at* COLUMBUS *in the State of* OHIO, *has complied in all respects with the laws of this State applicable to it, and is authorized to transact in this State its appropriate business of* INSURANCE AS PRESCRIBED UNDER SECTION 3941.02, DIVISIONS (A), (B), (C), (D), (E), (F), AND (G), OF THE REVISED CODE OF OHIO, INCLUDING FIDELITY AND SURTEY INSURANCE.

*from* JULY 1 *19* 90, *until* JUNE 30 *19* 91

JULY 1,1990

*IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.*

*Superintendent of Insurance of Ohio.*

INS 3046

# FINANCIAL STATEMENT
# The Buckeye Union Insurance Company

AS OF
DECEMBER 31, 1989

## ASSETS

| | |
|---|---|
| Bonds and Stocks | $1,479,544,449 |
| Real Estate | 40,786,945 |
| Cash | 3,055,467 |
| Short Term Investments | 138,940,444 |
| Agents' Balances Receivable | 88,929,816 |
| Interest, Dividends, and Real Estate Income Due & Accrued | 20,651,471 |
| Equities and Deposits in Pools & Associations | 26,940,980 |
| Other Assets | 179,558,613 |
| Total Admitted Assets | $1,978,408,185 |

## LIABILITIES, CAPITAL & SURPLUS

| | |
|---|---|
| Reserve for Losses | $ 992,526,955 |
| Reserve for Loss Expenses | 157,521,111 |
| Reserve for Unearned Premiums | 328,132,139 |
| Reserve for Taxes & Expenses | 25,717,531 |
| Other Liabilities & Reserves | 39,883,675 |
| Total Liabilities | $1,543,781,411 |
| Capital | 5,000,000 |
| Surplus | 429,626,774 |
| Policyholders' Surplus | 434,626,774 |
| Total Liabilities, Capital & Surplus | $1,978,408,185 |

STATE OF NEW YORK
COUNTY OF NEW YORK } SS:
CITY OF NEW YORK

F.M. Colalucci, and E. C. Miele, each being duly sworn, say: That they are the Vice President & Controller, and Assistant Vice President & Assistant Controller, respectively, of The Buckeye Union Insurance Company, and that the foregoing statement to the best of their knowledge and belief, is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 1989.

Sworn to before me this 29th
day of March, 1990

JOSEPH H. BATTY NOTARY PUBLIC STATE OF NEW YORK

Joseph H. Batty

JOSEPH H. BATTY
Notary Public, State of New York
No. 41-4766499
Qualified in Queens County
Certificate Filed in New York County
Term Expires December 31, 1990

THE BUCKEYE UNION INSURANCE COMPANY CORPORATE SEAL 1965

CERTIFICATE

F. M. Colalucci

Vice President and Controller

Elsie C. Miele

Asst. Vice President and Asst. Controller

Read the first time in full and on motion by Schmidt, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Conference Room 128, City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 4-23-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Bradbury, and duly adopted, placed on its passage. ~~PASSED~~ LOST by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| TOTAL VOTES | 9 | | | |
| BRADBURY | ✓ | | | |
| BURNS | ✓ | | | |
| EDMONDS | ✓ | | | |
| GiaQUINTA | ✓ | | | |
| HENRY | ✓ | | | |
| LONG | ✓ | | | |
| REDD | ✓ | | | |
| SCHMIDT | ✓ | | | |
| TALARICO | ✓ | | | |

DATED: 5-14-91

Sandra E. Kennedy by Natayda Eaton Deputy Clerk
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-109-91 on the 14th day of May, 1991,

ATTEST
Sandra E. Kennedy by Natayda Eaton Deputy Clerk
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of May, 1991, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy by Natayda Eaton Deputy Clerk
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May, 1991, at the hour of 7:00 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

S-91-04-21

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1558 for a new Bituminous Distributor used in chip and seal program for city streets. The cost reflects the most responsive of two (2) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

MacDonald Machinery was the lowest, but did not meet specifications on nine (9) items. Five (5) of which were important. Low bidder does not have the experience in servicing equipment. Also we have had poor service in our past experience with them.

EFFECT OF PASSAGE: Will be able to continue our chip and seal program on city streets.

IF REPLACEMENT, WHAT NECESSITATES: Our old distributor is 20+ years old and worn out. Replacement parts are almost impossible to get.

EFFECT OF NON PASSAGE: Will not be able to continue our chip and seal program on city streets.

PRIOR APPROVAL REQUESTED:

MONIES INVOLVED: Southeastern Equipment Co. $32,946.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

ACCOUNT INFORMATIO Street Dept. 128-128-1201-4444

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

# THE CITY OF FORT WAYNE

April 17, 1991

The Common Council
Fort Wayne IN

RE: Reference No. 1558

Gentlemen and Mrs. Bradbury:

The Department of Purchases respectfully requests "Prior Approval" of Reference No. 1558, with respect to the purchase of one (1) new bituminous distributor for the Street Department. Due to time constraints involving the start of the chip and seal program, the Department would like a "Prior Approval". The cost reflects the most responsive of two (2) vendors and should be awarded to Southeastern Equipment Company in the amount of $32946.00. This will be assigned a purchase order upon Councilmanic Approval.

DEPARTMENT OF PURCHASES

P. Brent Myers, Director

CITY OF FORT WAYNE

Paul Helmke, Mayor

APPROVED:

ATTEST:

Sandra Kennedy, City Clerk

Attachment

BILL NO. S-91-04-21

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON Finance TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #1558 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and SOUTHEASTERN EQUIPMENT COMPANY, INC. for the Street Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| DO PASS | DO NOT PASS | ABSTAIN | NO REC |
|---|---|---|---|
| Mark E. GiaQuinta | | | |
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| Janet G. Bradbury | | | |
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DATED: 5-14-91.

Sandra E. Kennedy
City Clerk